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Attorney for Plaintiff JACK A. HARRIMAN, Discharged Debtor

FILED & ENTERED

NOV 27 2013

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY egarcia DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA,
LOS ANGELES DIVISION

In re: Jack A. Harriman

Debtor,

Jack A. Harriman,

Plaintiff,

v.

Elizabeth Hoekstra, an individual; 11211 La Habra
Properties, Inc., a California corporation; Global
Private Funding, Inc., a California corporation;
GPF Real Estate & Finance Corporation, a
California corporation; Saman Seneviratne also as
Sam Francis Senev, an individual,

Defendants

BANKRUPTCY No: 2:11-bk-33451-PC

ADVERSARY No. 2:12-ap-02411-PC

CHAPTER 7

ORDER GRANTING:

**(1) MOTION FOR DEFAULT
JUDGMENT UNDER LBR 7055-1 (As to
Defaulting Defendants) and
(2) JUDGMENT PURSUANT TO
SETTLEMENT AGREEMENT (As to
Non-Defaulting Defendants)**

DATE: NO HEARING REQUIRED

TIME:

**COURTROOM: Courtroom 1468
255 E. Temple St.
Los Angeles, CA 90012**

Judge: Honorable Peter Carroll

**ORDER GRANTING: (1) MOTION FOR DEFAULT JUDGMENT UNDER LBR
7055-1 (As to Defaulting Defendants) and (2) JUDGMENT PURSUANT TO SETTLEMENT
AGREEMENT (As to Non-Defaulting Defendants)**

1 The court having considered the motion of Plaintiff, ("Plaintiff"), entitled, "MOTION FOR
2 DEFAULT JUDGMENT UNDER LBR 7055-1" ("Motion"), hereby grants the Motion, and
3 orders that default judgment be entered in favor of Plaintiff and against Defendants, Global Private
4 Funding, Inc., a California corporation; GPF Real Estate & Finance Corporation, a California corporation;
5 Saman Seneviratne also as Sam Francis Senev, an Individual, jointly and severally, and follows:

6
7 The Discharge of Debtor entered and filed on October 29, 20123 in Chapter 7 Bankruptcy Case
8 No. 2:11-bk-33451-PC discharged any and all claims that Global Private Funding, Inc., GPF Real
9 Estate & Finance Corporation, and Saman Seneviratne [also known as Sam Francis Senev] asserted or
10 could have asserted against Jack A. Harriman, Plaintiff herein, in Hoekstra v. Global Private Funding,
11 Inc., Los Angeles Superior Court Case No. BC 474129, relating to or arising out of events that
12 occurred prior to November 28, 2011, the date when Hoekstra v. Global Private Funding, Inc. was
13 Commenced and
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15 The Discharge of Debtor entered and filed on October 29, 2012 in Chapter 7 Bankruptcy Case
16 Mo. 2:11-bk-33451-PC did not discharge claims that Elizabeth Hoekstra and 11211 La Habra
17 Properties, Inc., Defendants herein, asserted or could have asserted in Hoekstra v. Global Private
18 Funding, Inc. against Jack A. Harriman, Plaintiff herein, relating to or arising out of events that
19 occurred preceding such filing of Hoekstra v. Global Private Funding, Inc. on November 28, 2011.
20 However, pursuant to mediation conducted during the course of this adversary proceeding, a
21 Settlement Agreement was entered into between the parties thereto, Jack A. Harriman, Plaintiff herein,
22 on the one hand, and Elizabeth Hoekstra and 11211 La Habra Properties, Inc., Defendants herein, on
23 the other, by and through which those parties agreed that a Judgment be entered herein which shall
24 constitute a full and final resolution of all such non-discharged differences, disputes and disagreements
25 existing between them. In furtherance of that settlement agreement, the parties thereto have further
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1 stipulated that judgment be entered by this Court against Jack A. Harriman, Plaintiff herein, in favor of
2 Elizabeth Hoekstra and 11211 La Habra Properties, Inc., Defendants herein, as follows:

3 1. Jack A. Harriman, Plaintiff herein, shall pay to Elizabeth Hoekstra and 11211 La Habra
4 Properties, Inc., Defendants herein, in installments, the total sum of \$60,000.00 (sixty thousand
5 dollars) on the dates and in the manner specified in §§ 2(C)(1) through 2(C)(3) of the settlement
6 agreement (“Settlement Agreement and Full Release of All Claims”) a true and correct copy of which
7 is attached hereto and is here incorporated by this reference incorporated, except that
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9 2. In the event (as established by a sworn declaration of counsel presented in support of ex
10 parte relief) that Jack A. Harriman, Plaintiff herein, [a] fails initially to adhere to the installment
11 payment schedule specified in § 2(C)(2)(B) of the attached settlement agreement and [b], having
12 received the notice of default required by § 2(C)(4) of the attached settlement agreement nonetheless
13 fails to cure the installment payment default so communicated to him through counsel with the seven
14 (7) calendar days provided for in such § 2(C)(4) of the attached settlement agreement, and [c] thereby
15 permits the holding of the ex parte hearing and the granting of such relief authorized by such § 2(C)(4)
16 of the attached settlement agreement upon the occurrence of such conditions. If and when such
17 possible conditions may be established to have occurred to the satisfaction of the Court, pursuant to
18 the attached settlement agreement and Stipulation for Entry of Judgment, the Court then may amend
19 this Order (Judgment) to strike out the language set forth in Paragraph 1 above and instead to insert the
20 following language which thereafter shall govern the liability of Plaintiff herein to Defendants herein,
21 as follows: Jack A. Harriman, Plaintiff herein, shall pay to Elizabeth Hoekstra and 11211 La Habra
22 Properties, Inc., Defendants herein, in installments, the total sum of \$120,000.00 (one hundred twenty
23 thousand dollars) less the total sum of all installments paid to Elizabeth Hoekstra and 11211 La Habra
24 Properties, Inc., Defendants herein, subsequent to November 22, 2013 and prior to the date of decision
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1 of the ex parte application made by counsel of Elizabeth Hoekstra and 11211 La Habra Properties,
2 Inc., Defendants herein; and

3 Pursuant to the Stipulation for Entry of Judgment on file with the Court: This Order
4 (Judgment) shall become final for all purposes upon is entry by virtue of the parties having expressly
5 waived in writing any right to appeal or seek review by this or any other Court; it shall accrue interest
6 from the date of entry and a writ of execution may issue thereon without notice or hearing; this Order
7 (Judgment) or any amended Order (Judgment) entered pursuant to the parties' Stipulation for Entry of
8 Judgment shall not be dischargeable; and the Court shall retain jurisdiction over the parties to enforce
9 their Stipulation for Entry of Judgment until there is full performance of the terms thereof. .
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13 **IT IS SO ORDERED.**

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24 Date: November 27, 2013



Peter H. Carroll
United States Bankruptcy Judge

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*): **ORDER GRANTING MOTION FOR DEFAULT JUDGMENT UNDER LBR 7055** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner stated below:

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of (*date*) 11/27/2013, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

Clifford Bordeaux bordeaux.ecf@gmail.com
Steven M Lawrence generalmailaswlawoffice.com@alvaradoca.com, vaguirre@alvaradoca.com
Sam S Leslie (TR) sleslie@trusteeleslie.com, sleslie@ecf.epiqsystems.com;trustee@trusteeleslie.com
Nicholas S Nassif nsnassif@pacbell.net, kittima@pacbell.net
Michael A Smith masapl@hotmai.com, judymasapl@hotmai.com
John M Sorich generalmail@aswlawoffice.com, kbernal@alvaradoca.com
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

☐ Service information continued on
attached page

2. SERVED BY THE COURT VIA UNITED STATES MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses stated below:

☐ Service information continued on
attached page

3. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

Honorable Peter H. Carroll
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1460 / Courtroom 1468
Los Angeles, CA 90012

David A. Gill
Danning, Gill, Diamond & Kollitz, LLP

1 1900 Avenue of the Stars, 11th Floor
Los Angeles, CA 90067

2 Marc A Karlin
3 Karlin & Karlin
4 3701 Wilshire Blvd Ste 1035
Los Angeles, CA 90010

5 Abraham A Siqueiros
6 Sanchez Siqueiros Law
7 510 S Spring St Ste 911
Los Angeles, CA 90013

8 Chapter 7 Trustee
9 Sam S. Leslie(TR)
10 3435 Wilshire Blvd., Suite 990
Los Angeles, CA 90010

11 Saman Francis Seneviratne
12 Sam Francis Senev
13 1941 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212-2509

14 Global Private Funding
15 9595 Wilshire Blvd., 9th Floor
16 Beverly Hills, CA 90212-2509

17 Global Private Funding
18 Attn: Dr. Sam Francis Senev, Chairman & CEO
19 9595 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212-2509

20 Global Private Funding
21 c/o Abraham A. Sanchez Siqueiros, Esq.
22 Sanchez Siqueiros Law
510 S. Spring Street, # 911
Los Angeles, CA 90013

23 Global Private Funding
24 Agent for Services
25 9595 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212-2509

26 GPF Real Estate & Financing Corp
27 9595 Wilshire Blvd., 9th Floor
Beverly Hills, CA 90212-2512

1 GPF Real Estate & Financing Corp
2 Attn: Sam F Senev, President
3 9595 Wilshire Blvd., 9th Floor
4 Beverly Hills, CA 90212-2512

5 GPF Real Estate & Financing Corp
6 c/o Abraham A. Sanchez Siqueiros, Esq.
7 Sanchez Siqueiros Law
8 510 S. Spring Street, # 911
9 Los Angeles, CA 90013

10 GPF Real Estate & Financing Corp
11 Agent for Services
12 9595 Wilshire Blvd., 9th Floor
13 Beverly Hills, CA 90212-2512

14 attached page



Service information continued on